

Analysis of a sample taken from the consignment of January 11 by the said bureau showed that it contained 39.5 per cent of protein and 11.51 per cent of crude fiber.

Adulteration of the article involved in the consignment of January 11 was alleged in the information for the reason that a substance low in protein and high in crude fiber had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted in part for cottonseed meal, which the said article purported to be. Adulteration was alleged for the further reason that a substance low in protein and high in crude fiber had been mixed with the article in a manner whereby its damage and inferiority were concealed.

Misbranding was alleged with respect to the product involved in the said consignment of January 11 for the reason that the statements, to wit, "* * * Cotton Seed Meal 100 Lbs. Net * * * Guarantee Protein not less than 41.00% Equivalent to Ammonia 8.00% * * * Fibre not more than 10.00%," borne on the tags attached to the bags containing the article, regarding the article and the substances and ingredients contained in the said bags, and regarding the net weight of the article contained in the said bags, were false and misleading in that the article did not contain 41 per cent of protein or an amount equivalent to 8 per cent of ammonia, but did contain a less amount and contained more crude fiber than 10 per cent, and the said bags each contained less than 100 pounds net of the article; misbranding was alleged for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it contained not less than 41 per cent of protein and not more than 10 per cent of crude fiber and that each of the said bags contained 100 pounds net of the article, whereas, in truth and in fact, the said article contained less than 41 per cent of protein and more than 10 per cent of crude fiber, and the said bags each contained less than 100 pounds net of the said article. Misbranding was alleged with respect to the product involved in both consignments of the article for the reason that it was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages. since the stated quantity, to wit, "100 Lbs. Net," was incorrect and represented more than the actual contents of the package.

On April 12, 1922, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$30 and costs.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

10408. Misbranding of oysters. U. S. * * * v. Ivy L. Leonard and Thomas B. Leonard (I. L. Leonard). Pleas of guilty. Fine, \$10 and costs. (F. & D. No. 15562. I. S. Nos. 3674-t, 4920-t.)

On March 1, 1922, the United States attorney for the District of Maryland, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Ivy L. Leonard and Thomas B. Leonard, copartners, trading as I. L. Leonard, Cambridge, Md., alleging shipment by said defendants, on or about December 9 and 13, 1920, respectively, in violation of the Food and Drugs Act, as amended, from the State of Maryland into the States of Missouri and Wisconsin, respectively, of quantities of oysters which were misbranded.

Examination of samples of the article by the Bureau of Chemistry of this department showed that the product was short in volume.

Misbranding of the article was alleged in the information for the reason that the statement, to wit, "Minimum 1 Gallon Volume," borne on the cans containing the article, regarding the said article, was false and misleading in that it represented that each of the said cans contained 1 gallon of the article, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of said cans contained 1 gallon of the article, whereas, in truth and in fact, each of the said cans did not contain 1 gallon of the article but did contain a less amount. Misbranding was alleged for the further reason that the article was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On March 1, 1922, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$10 and costs.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*